

# Terms & Conditions

Please read these terms of sale carefully.

You will be asked to expressly agree to these terms of sale before you place an order for products directly with us or from our website.

## Shipping delays and surcharges

- Factory Orders – due to global economic macro's, shipping constraints including container and or vessel availability, any health pandemics, terrorist attacks causing vessel diversions, some factory orders can be delayed. Any delivery dates given are indicative and are given as an 'estimated time of arrival'. We have recently had some shipping delays that are completely out of our control and therefore can not be held responsible in the event of a delay.
- Force Majeur – Pegasus 4x4 Parts will, without prejudice to any other provisions hereof, be entitled to cancel or rescind any contract and will not be liable for any loss or damage if its ability to perform its obligations under the contract is in any way adversely affected for any reason whatsoever not within the Seller's control, or by commercial unfeasibility.

## Payments

- Damaged Goods
- Prices do not include delivery costs and VAT.
- Title to all goods remains the property of Pegasus 4 x 4 until cleared payment has been made in full.
- Pegasus reserves the right to change prices, design and specification without prior written notification. Styling bar configurations can also change to suit the lid and can include fixed, three piece or OEM. Please specify your choice at point of order.
- Goods will not be dispatched until cleared funds have been received.
- Cheques will need to be cleared before constituting a payment unless by prior written agreement.
- In order to cover merchant fees all business credit card payments incur a 3% service charge and Paypal payments incur a 4% service charge.

## Damaged Goods

- If goods are damaged in transit this must be recorded in writing at the time of receipt.
- We cannot accept responsibility for damaged goods if the delivery note is signed and recorded as 'Received in good condition'. Please check carefully.
- The goods are insured against damage in transit by Insurers appointed by Pegasus 4 x 4 Parts Ltd for the benefit of the buyer of the goods.

- Any claim, under any circumstances, submitted against these goods which have been purchased by the buyer is subject to a mandatory excess charge of £500 regardless of the claim value.
- If goods are found to be faulty or incomplete this needs to be recorded with 3 days of their receipt.
- We have to adopt this policy in order for us to claim for damages against our insurers. Thank you for your cooperation. In the event of any 'In Transit' claim, there is an excess charge of £250.00.

## Returns / Cancellations / Refunds

With regards to money back guarantee for goods returned within 7 days of purchase or delivery receipt date, this is subject to the following conditions only

- Excludes specially order goods i.e. Goods specifically ordered in a colour that is not a normal stock item.
- All goods must be returned to Pegasus in the original packaging and undamaged. If the goods are found to be defective then they will not be accepted for a refund either partially or in full.
- Goods will not be accepted if they have been fitted or altered in any way.
- All delivery and insurance costs when returning goods to Pegasus are the sole responsibility of the customer unless a written confirmation from Pegasus 4 x 4 has been issued to state otherwise. Any return costs incurred by Pegasus 4x4 Parts Limited will be deducted from any refund.
- Any goods ordered online, by telephone or in writing and prepaid in advance can only be cancelled at the sole discretion of Pegasus 4 x4 Parts Ltd but in any event are subject to a 25% cancellation fee to cover administration cost etc.
- Goods that have been prepaid online and subsequently cancelled, that have been factory ordered i.e. not a stock item at the time of ordering are not eligible for a refund.
- Where an installation appointment is made in advance, Pegasus 4x4 Parts Limited reserves the right to charge the full installation fee for any , if written notice is not given within 48 hours of the agreed date and time.
- Any goods left at our premises without prior approval will incur storage charges at a rate of £5.00 per day. If no contact has been made after 30 days then Pegasus 4x4 Parts Limited reserves the right to dispose of the goods. If prior approval has been granted, storage charges will be waived for the first 14 days. If after 14 days without charge, the goods have not been removed, Pegasus 4x4 Parts Limited reserves the right to dispose of the goods immediately.

## Refunds

- Refunds are payable by cheque only.
- Any deposits paid are non refundable under any circumstance.
- Any refunds by card will attract a 2% bank charge/handling fee on the total amount refunded.

## Warranty conditions

- If parts are found to be faulty due to alteration or abuse in any way then these are not covered under the warranty.
- Hardtops and Top Up Covers have a 3-year warranty on all parts excluding labour charges and out of pocket expenses but below conditions will still apply.
- Electric Side Steps have a 2-year warranty on all parts excluding labour charges and out of pocket expenses but below conditions will still apply.
- All glass fitted to hardtops is not covered in any circumstances.
- Pegasus 4x4 hardtops and canopies are designed for general road use. Any off road use can cause structural stress to the Hardtop and any other parts fitted and as a result would not be covered under the warranty in any circumstances.
- All warranty work is normally carried out at our Bristol premises and out of pocket expenses incurred in returning the vehicle to and from Bristol are also excluded. Where a 'remote' claim is made against a particular part only, then any warrantable part must be returned via post. These will require inspection to ensure damage has not been caused by excessive external force, in some cases, attempted break-ins. If replacement parts are purchased prior to sending the original goods back, the replacement parts will be refunded if the claim is approved. Any claims exclude any postage or shipping costs.
- Due to the nature of the UK climate, Pegasus cannot be held responsible for any corrosion of chromium plated or decolourization of polished alloy surfaces.
- This also applies to the following conditions:
  - Where road salt has caused corrosion or discolouring.
  - Use of abrasive or chemical cleaners.
- Warranty claims will only be dealt with by email. Please email at [admin@pegasus4x4.com](mailto:admin@pegasus4x4.com) and attach to this email any photos that may be relevant to your claim. We will then contact you by email within 7 days.
- The Pegasus warranty is non-transferable in any circumstances. The warranty is issued and valid only to the original purchaser which is either the person or company named on the original purchase invoice.
- A copy of the invoice will be required when making any claim together with any serial number associated with the part or goods which Pegasus supplied new at the date of purchase. The invoice date will be the start date of the warranty.

## Air Bags

- Before fitting any front nudge 'A' bars or Bull Bars it is the responsibility of the purchaser of these items to contact their dealer or manufacturer representative in order to establish the compatibility of their use in conjunction with any air bags fitted to their vehicle.

## Colour Match

- Whilst we work closely with our suppliers to ensure the best possible colour match on our products, please be aware that a vast number of variations affect the

finish. These variations can occur whether the top is ordered in directly from the factory or sprayed by our in house paint shop.

- The pick ups are often produced in more than one country using different formulas making an exact match 100% of the time on every colour code impossible.
- Other factors such as paint fade formula variance and the texture and material of the product can also effect the colour. For these reasons we cannot guarantee a perfect match on all tops  
but assure you that we put every effort in to updating our formulas and finding the best possible variant on each make and model.

## Water Ingress

- Please note that due to the nature of the products we supply, we cannot guarantee that every cover will be 100% waterproof regardless of pricing.
- These are effectively bolt on accessories and whilst we take steps to greatly reduce water ingress it is not always possible.

## Very Important Notice

- For all tops being delivered please ensure that someone inspects the goods prior to signing the delivery receipt as we are unable to take responsibility for any damage afterwards.
- The courier is obliged to give you 15 minutes to carryout an inspection. Please remove the outer cardboard packaging to see if there are any signs of damage to the paintwork.
- Please do not sign to say received in good condition unless you are satisfied with it. If you sign 'unchecked', this is not sufficient to support a claim. We have to adopt this policy in order for us to claim for damages against our insurers. Thank you for your cooperation.
- In the event of any 'In Transit' claim, there is an excess charge of £250.00.

## Online Payments

- You will be redirected to Worldpay Payment Gateway's secure payment area to process payment securely on Worldpay's server.

## Delivery Policy

- Most stock items delivered within 7 days. Non stock items normally 1 to 12 weeks but in any case delivery will be confirmed on the next working day by email to the address supplied. Factory orders can be longer and are subject to current build schedules which can fluctuate. Please contact us for an estimated delivery date on non stock, special or factory orders.
- Customers must ensure that someone is available to receive deliveries. Any redelivery attempts and associated fees are the sole responsibility of the consignee.

## Privacy

- All personal data collected on this website are processed in accordance with local law and are NOT sold to third parties.

## Notice

- These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales.
- Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Clauses or their subject matter or formation (including non-contractual disputes or claims).